

In the United States Court of Federal Claims

FLOORPRO, INC.,

Plaintiff,

v.

THE UNITED STATES,

Defendant.

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Case Number 09-651 C

Senior Judge Loren A. Smith

Filed: June 1, 2011

ORDER

Before the Court is the parties' Joint Stipulation Regarding Damages Amount, filed on May 31, 2011. The Joint Stipulation resolves the final remaining issue in this matter; the calculation of damages.

On April 6, 2011, the Court entered an Opinion and Order denying the Government's Motion for Summary Judgment on the issue of contractual liability. *See FloorPro v. United States*, No. 09-651C, 2011 U.S. Claims LEXIS 514, at *25. Within the same Opinion and Order, the Court granted Plaintiff's Cross-Motion for Summary Judgment, holding:

[T]he terms of Contract Modification P00001, executed by GM&W and the Government, designated FloorPro as an intended third-party beneficiary. Furthermore, the Government breached the contract modification when it failed to issue a two-party check jointly to GM&W and FloorPro. As a result of the breach, the Court holds that FloorPro has standing to bring suit directly against the Government to enforce the contractual benefits conferred upon it under the terms of the modification.

Id. at *24-25.

In the Joint Stipulation Regarding Damages Amount, the parties represent that “Defendant and plaintiff hereby stipulate that the ‘calculation of damages’ amount is \$37,500.” (Joint Stipulation 1, May 31, 2011.) It appearing that both parties entered into the Joint Stipulation with the authority to do so, Plaintiff is hereby **AWARDED** \$37,500 in damages for the Government’s breach of the Department of Navy Purchase Order No. N62467-02-M-2013.

The Clerk is directed to enter judgment accordingly.

It is so ORDERED.

s/ Loren A. Smith
LOREN A. SMITH,
Senior Judge